

**UNIVERSITY OF CALIFORNIA  
LAWRENCE LIVERMORE NATIONAL LABORATORY**

**SITE SERVICES REQUIREMENTS  
(CONSULTANT SERVICES)**

The following clauses shall apply to any work and other activities performed by the Consultant under this Agreement at any U.S. Government location managed or operated by the University, including Lawrence Livermore National Laboratory ("LLNL") and its Site 300, or any other location, except Consultant facilities.

**A. Insurance**

The Consultant shall maintain insurance for its protection and for the protection of the University and the U.S. Government from bodily injury and property damage claims at all times during the performance of this Agreement. If requested, the Consultant shall supply the University with certificates of insurance for policies maintained hereunder and shall obtain satisfactory evidence of lower-tier subcontractors' compliance with these requirements. The types and limits of coverage for such insurance shall be obtained from insurance companies satisfactory to the University, and shall be consistent with generally accepted business practices or as may be stipulated elsewhere in this Agreement. Any such insurance shall primary to any insurance carried by the University or the U.S. Government

**B. Environment, Safety, and Health**

1. In performing work under this Agreement, the Consultant shall perform work safely, in a manner that ensures adequate protection for the Consultant, the public, and the environment, and shall be accountable for the safe performance of work. The Consultant shall exercise a degree of care commensurate with the work and the associated hazards. The Consultant shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the Consultant's work planning and execution process.
2. The Consultant shall comply with, and assist the University in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in this Agreement. The Consultant shall cooperate with the University, Federal and non-Federal agencies having jurisdiction over ES&H matters under this Agreement.
3. The Consultant shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If the Consultant fails to provide resolution or if, at any time, the Consultant's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of Consultant or the public, the University may issue an order stopping work in whole or in part. Any stop work order issued by the University under this clause shall be without prejudice to any other legal or contractual rights of the University or U.S. Government. In the event that the University issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the University. The Consultant shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
4. The Consultant shall immediately report to the University any occupational injury, illness, or release of hazardous material into the environment, associated with

performance under this Agreement. In addition, the Consultant shall cooperate with the University and provide a written report of the incident (e.g. a First Report of Injury.)

5. The Consultant shall allow the University access to all Consultant's injury or illness prevention plans established, or which are required by law to be established.

**C. Security – On-Site Personnel**

The Consultant must comply with all applicable U.S. Government and University site access and security requirements and, when visiting the site or performing on-site work, must possess a Security Access Authorization Badge appropriate for the work area and access level.

**D. Vehicle Operation**

The Consultant, when operating any vehicle on University-controlled sites, shall possess a valid driver's license issued by the State of California or other state, if appropriate. In addition, all vehicles shall be operated in a safe manner, in accordance with the California Motor Vehicle Code, and in compliance with the posted traffic regulations of the University, including parking restrictions. Failure to comply with these requirements may result in the University revoking the on-site driving privileges of the Consultant.

**E. Site 300 Valley Fever Health Hazard**

(Applicable if any work or activities are at LLNL Site 300)

1. Representations. The Consultant represents that it is aware that the Lawrence Livermore National Laboratory Site 300 area is located in San Joaquin County which has dirt and dust which contain spores that cause Coccidioidomycosis (sometimes called "Valley Fever"), a disease that is endemic throughout the County, including Site 300. The Consultant further represents that appropriate precautionary measures will be taken by the Consultant to protect the health of Consultant, other workers, including University of California employees, or other individuals or personnel who may be involved with the Consultant's work or services at Site 300 under this Agreement. (Information on the disease and certain precautionary measures is available from the American Lung Association.)
2. Indemnification. The Consultant agrees to indemnify and hold harmless the University and the U.S. Government from any or all claims and expenses, including reasonable legal fees, arising from personal injury, including death, which may be asserted against the University or the U.S. Government by the Consultant exposed or alleged to have been exposed to the spores that cause Coccidioidomycosis as a result of Agreement activities, provided the Consultant is given written notice of any involved claim instituted against the University or the U.S. Government.
3. Insurance. The Consultant agrees to maintain such general liability, employer's liability, and worker's compensation insurance as will protect the University and the U.S. Government from the risks enumerated above and from any and all claims under any Worker's Compensation Acts, Occupational Disease Acts, and similar state and/or federal statutes enacted for the benefit of employees. Each such policy must contain a provision waiving any right of subrogation against the University and the U.S. Government which may arise by reason of any payment under the policy.

(END OF CLAUSES)